

# UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re 9<sup>th</sup> & 10<sup>th</sup> Street, L.L.C.

Case No. 23-10423 (DSJ)

## TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).  
Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the  
transfer, other than for security, of the claim referenced in this evidence and notice.

605 E 9th Community Holdings LLC

Name of Transferee

Name and Address where notices to transferee  
should be sent:

1350 Broadway, 11th Floor  
Attn: Scott Markowitz, NY, NY 10018

Phone: (212) 216-8005

Last Four Digits of Acct #: \_\_\_\_\_

Name and Address where transferee payments  
should be sent (if different from above):

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

350 East 10th Street LLC

Name of Transferor

Court Claim # (if known): 8

Amount of Claim:  
\$112,226,671.20

Date Claim Filed: 7/13/2023

Phone: (212) 661-2900

Last Four Digits of Acct. #: N/A

I declare under penalty of perjury that the information provided in this notice is true and correct  
to the best of my knowledge and belief.

By /s/: Scott Markowitz  
Transferee/Transferee's Agent

Date: October 26, 2023

NOTICE OF LOAN SALE

October 17, 2023

**VIA FEDERAL EXPRESS:**

9th & 10th Street L.L.C.  
186 West 80th Street, 4th Floor  
New York, New York 10024  
Attention: Gregg L. Singer

Re: Consolidated, Amended and Restated Note dated as of April 21, 2016 (the "Note"), duly executed and delivered by 9TH & 10TH STREET L.L.C., a New York limited liability company ("Borrower"), evidencing a loan in the principal amount of up to \$44,000,000.00 (the "Loan"), and Agreement of Spreader, Consolidation and Modification of Mortgage dated as of April 21, 2016 (the "Mortgage") duly executed and delivered by Borrower in favor of 350 EAST 10TH STREET LLC, a Delaware limited liability company (the "Lender"), in the principal amount of up to \$44,000,000.00, which instruments encumber the premises known as and located at 605-615 East 9th Street a/k/a 350-350 East 10th Street, New York, New York, 10009 (the "Property") (the aforesaid instruments, and all other documents executed in connection therewith, are collectively referred to as the "Loan Documents")

To Whom It May Concern:

This letter shall serve as notice that 605 E 9TH COMMUNITY HOLDINGS LLC, a New York limited liability company ("Assignee") is now the owner of the above-referenced Loan Documents, having acquired all of the right, title and interest of the Lender in the Loan Documents by, among other things, that certain Assignment of Mortgage from the Lender to Assignee dated as of October 16, 2023.

Accordingly, please make all inquiries in connection with the Loan to Assignee at the address listed below:

605 E 9th Community Holdings LLC  
c/o Tarter Krinsky & Drogin LLP  
1350 Broadway  
New York, New York 10018  
Attn: David Pfeffer, Esq.  
Email: [DPfeffer@tarterkrinsky.com](mailto:DPfeffer@tarterkrinsky.com)

Nothing herein shall be deemed or constitute a waiver or release of any of the terms or provisions of the Loan Documents or of any defaults thereunder, or constitute a waiver, release or an estoppel of by or against any of Assignee's rights or remedies under the Loan Documents, in law and/or in equity, all of which rights and remedies are specifically reserved.

Furthermore, no forbearance, delay or inaction in the declaration of an Event of Default (as defined in the Loan Documents) or consequential exercise of its rights and remedies under the Loan Documents, at law or at equity, and no continuing performance by Assignee or the Borrower under the Loan Documents: (a) shall constitute a modification or alteration of the terms, conditions or covenants of the Loan, all of which remain in full force and effect; (b) shall constitute a waiver, release or limitation of any of Assignee's rights or remedies, all of which are expressly reserved; or (c) shall relieve or release the Borrower in any way from any of its obligations or agreements under the Loan Documents.

If you have any questions regarding the above, please feel free to contact Assignee at 212-216-8075.

Sincerely yours,

350 EAST 10TH STREET LLC,  
a Delaware limited liability company

By: 

Name: Brian Shatz

Title: Authorized Signatory

Cc: Seyfarth Shaw LLP  
620 Eighth Avenue  
New York, New York 10018-1405  
Attention: Daniel Evans, Esq.  
[devans@sevfarth.com](mailto:devans@sevfarth.com)

RECORD & RETURN TO:  
Tarter Krinsky & Drogin LLP  
1350 Broadway, 10th Floor  
New York, NY 10018  
Attn: David Pfeffer, Esq.

**ASSIGNMENT OF MORTGAGE**

KNOW THAT

**350 EAST 10TH STREET LLC**

"Assignor",

in consideration of TEN and 00/100 DOLLARS (\$10.00) and other valuable consideration paid by

**605 E 9TH COMMUNITY HOLDINGS LLC**

"Assignee",

hereby assigns the unto the Assignee, without recourse to Assignor in any event, the mortgage, as is more fully described on Schedule B, attached hereto and made a part hereof, against the property commonly known as 605-615 East 9<sup>th</sup> Street a/k/a 350-350 East 10<sup>th</sup> Street, New York, New York, 10009, as is more fully described on Schedule A, attached hereto and made a part hereof.

TOGETHER with the bonds or notes or obligations described in said mortgage, and the monies due and to grow due thereon with the interest;

TO HAVE AND TO HOLD the same unto Assignee and to the successors, legal representatives and assigns of Assignee forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this Assignment is made without any recourse to, and without any covenant or warranty, express or implied, by the Assignor in any event whatsoever.

For purposes of Section 275 of the Real Property Law: Assignee has represented to Assignor that Assignee is not acting as a nominee of the Mortgagor under the Mortgage. Assignor and Assignee acknowledge and agree that the Mortgage being assigned continues to secure a bona fide obligation.

The word "assignor" or "assignee" shall be construed as if it read "assignors" or "assignees" whenever the sense of this instrument so requires.

Date: As of October 16, 2023

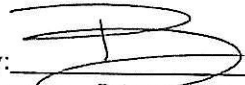
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[SIGNATURE PAGE TO FOLLOW]



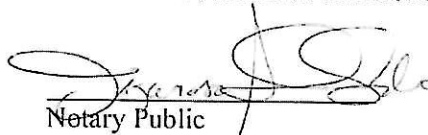
IN WITNESS WHEREOF, the Assignor has entered into this Assignment as of the date and year first written above.

**350 EAST 10TH STREET LLC,**  
a Delaware limited liability company

By:   
Name: Brian Shatz  
Title: Authorized Signatory

STATE OF NEW YORK                    )  
  )ss:  
COUNTY OF NEW YORK                )

On the 12<sup>th</sup> day of October, in the year 2023, before me, the undersigned, personally appeared, Brian Shatz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

  
Notary Public

JIGAMASA PARIKH-SILO  
Notary Public - State of New York  
No. 01PA0170443  
Qualified in Richmond County  
Certificate expires on 03/21/24

## **SCHEDULE A**

### **Metes and Bounds Description of Property**

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, known and designated as Block 392 Lot 10 on the Tax Map of the City of New York, as same now exists and said premises are also described pursuant to a survey made by William F. Fehringer, P.L.S., P.C., dated 5/1/1999 as follows:

**BEGINNING** at a point on the northerly side of East 9th Street, a 60 foot wide public street, being distant 93 feet easterly from the corner of the intersection formed by the easterly side of Avenue "B", a 60 foot wide public street, and the northerly side of East 9th Street;

**RUNNING THENCE** northerly and parallel with the easterly side of Avenue "B", a distance of 184 feet 6-1/2 inches to a point on the southerly side of East 10th Street, a 60 foot wide public street, which is distant 93 feet easterly from the corner formed by the intersection of the easterly side of Avenue "B", with the southerly side of East 10th Street;

**THENCE** easterly along the southerly side of East 10th Street, 150 feet;

**THENCE** southerly and parallel with the easterly side of Avenue "B", a distance of 184 feet 6-1/2 inches to the northerly side of East 9th Street;

**THENCE** westerly and along the northerly side of East 9th Street, a distance of 150 feet to the point or place of **BEGINNING**.

**SCHEDULE B**

**MORTGAGE SCHEDULE**

1. Mortgage dated July 21, 1999, made by 9th & 10th Street L.L.C. to The City of New York, in the principal sum of \$2,047,500.00, and recorded in the Office of the Register of the City of New York, New York County (the "Register's Office"), on July 23, 1999 in Reel 2920 at Page 327 (Mortgage Tax Paid: \$56,306.25);

Which Mortgage 1 was thereafter assigned by an Assignment of Mortgage dated June 25, 2001, by The City of New York to TC Grantor Trust, and recorded in the Register's Office on July 5, 2002 in Reel 3555 at Page 1040;

Which Mortgage 1 was thereafter assigned by an Assignment of Mortgage dated June 8, 2005, by TC3 Grantor Trust, by its Attorney in Fact, Touchstone Asset Management, LLC, to General Electric Capital Corporation, and recorded in the Register's Office on August 16, 2005 as CRFN 2005000460613;

2. Mortgage dated as of October 16, 2001, made by 9th & 10th Street L.L.C. to Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84 (an undivided 8/15 interest), Ronald P. Beard, Trustee of Pacific National Equities, Inc. Profit Sharing Trust (an undivided 4/15 interest), and Marsha Y. Beard (an unmarried woman as her sole and separate property) (an undivided 3/15 interest), in the principal sum of \$1,500,000.00, and recorded in the Register's Office on November 1, 2001 in Reel 3383 at Page 2338 (Mortgage Tax Paid: \$41,250.00);

Which Mortgage 2 was thereafter extended by the terms of an Extension Agreement dated as of October 29, 2003 between 9th & 10th Street L.L.C. and Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84, Ronald P. Beard, Trustee of Pacific National Equities, Inc. Profit Sharing Trust Dated 10/16/01, and Marsha Y. Beard, and recorded in the Register's Office on February 9, 2004 as CRFN 2004000076473;

Which Mortgage 2 was thereafter further extended by the terms of an Extension Agreement dated as of February 28, 2005 between 9th & 10th Street L.L.C. and Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84 (an undivided 8/15 interest), Ronald P. Beard, Trustee of Pacific National Equities, Inc. Profit Sharing Trust (an undivided 4/15 interest), and Marsha Y. Beard (an unmarried woman as her sole and separate property (an undivided 3/15 interest), and recorded in the Register's Office on May 23, 2005 as CRFN 2005000298640;

Which Mortgage 2 was thereafter assigned by an Assignment of Mortgage dated May 27, 2005, by Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84 (8/15 interest), Ronald P. Beard, Trustee of Pacific National Equities, Inc. Profit Sharing Trust (4/15 interest), and Marsha Y. Beard (3/15 interest), to General Electric Capital Corporation, and recorded in the Register's Office on August 16, 2005 as CRFN 2005000460614;

3. Mortgage dated as of December 18, 2002, made by 9th & 10th Street L.L.C. to Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84 (an undivided 1/2 interest) and Ronald P. Beard, Trustee of Pacific National Equities, Inc. Profit Sharing Trust (an undivided 1/2 interest), in the principal sum of \$750,000.00, and recorded in the Register's Office on February 4, 2003 as CRFN 2003000010853 (Mortgage Tax Paid: \$20,625.00);



Which Mortgage 3 was thereafter extended by the terms of an Extension Agreement dated as of October 29, 2003, between 9th & 10th Street L.L.C. and Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84 (an undivided 1/2 interest) and Ronald P. Beard, Trustee of Pacific National Equities, Inc. Profit Sharing Trust (an undivided 1/2 interest), and recorded in the Register's Office on February 9, 2004 as CRFN 2004000076474;

Which Mortgage 3 was thereafter further extended by the terms of an Extension Agreement dated as of February 28, 2005, between 9th & 10th Street L.L.C. and Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84 (an undivided 1/2 interest) and Ronald P. Beard, Trustee of Pacific National Equities, Inc. Profit Sharing Trust (an undivided 1/2 interest), and recorded in the Register's Office on May 23, 2005 as CRFN 2005000298641;

Which Mortgage 3 was thereafter assigned by an Assignment of Mortgage dated May 27, 2005, by Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84 (an undivided 1/2 interest) and Ronald P. Beard, Trustee of Pacific National Equities, Inc. Profit Sharing Trust (an undivided 1/2 interest), to General Electric Capital Corporation, and recorded in the Register's Office on August 16, 2005 as CRFN 2005000460615;

4. Mortgage dated as of October 29, 2003, made by 9th & 10th Street L.L.C. to Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84, in the principal sum of \$1,250,000.00, and recorded in the Register's Office on February 9, 2004 as CRFN 2004000076472 (Mortgage Tax Paid: \$34,375.00);

Which Mortgage 4 was thereafter extended by the terms of an Extension Agreement dated as of February 28, 2005, between 9th & 10th Street L.L.C. and Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84, and recorded in the Register's Office on May 23, 2005 as CRFN 2005000298642;

Which Mortgage 4 was thereafter assigned by an Assignment of Mortgage dated May 27, 2005, by Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84, to General Electric Capital Corporation, and recorded in the Register's Office on August 16, 2005 as CRFN 2005000460616;

5. Mortgage dated as of July 15, 2004, made by 9th & 10th Street L.L.C. to Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84, in the principal sum of \$1,000,000.00, and recorded in the Register's Office on August 25, 2004 as CRFN 2004000529820 (Mortgage Tax Paid: \$27,500.00);

Which Mortgage 5 was thereafter extended by the terms of an Extension Agreement dated as of February 28, 2005, between 9th & 10th Street L.L.C. and Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84, and recorded in the Register's Office on May 23, 2005 as CRFN 2005000298643;

Which Mortgage 5 was thereafter assigned by an Assignment of Mortgage dated May 27, 2005, by Ronald P. Beard, Trustee of The Ronald P. Beard Trust Dated 2/23/84, to General Electric Capital Corporation, and recorded in the Register's Office on August 16, 2005 as CRFN 2005000460617;

6. Mortgage dated as of March 2, 2005, made by 9th & 10th Street L.L.C. to Onyx Asset Management Company, LLC, in the principal sum of \$700,000.00, and recorded in the Register's Office on May 23, 2005 as CRFN 2005000298639 (Mortgage Tax Paid: \$19,250.00);

Which Mortgage 6 was thereafter assigned by an Assignment of Mortgage dated May 26, 2005, by Onyx Asset Management Company, LLC to General Electric Capital Corporation, and recorded in the Register's Office on August 16, 2005 as CRFN 2005000460618;

7. Mortgage, Security Agreement and Fixture Filing dated June 23, 2005, made by 9th & 10th Street L.L.C. to General Electric Capital Corporation, in the principal sum of \$5,840,764.41, and recorded in the Register's Office on August 16, 2005 as CRFN 2005000460619 (Mortgage Tax Paid: \$163,542.40);

Which Mortgages 1, 2, 3, 4, 5, 6, and 7 were thereafter consolidated into one joint lien in the principal sum of \$12,572,000.00, by the terms of a Consolidated, Amended and Restated Mortgage, Security Agreement and Fixture Filing dated as of June 23, 2005, between 9th & 10th Street L.L.C. and General Electric Capital Corporation, and recorded in the Register's Office on August 16, 2005 as CRFN 2005000460620;

8. Amended and Restated Consolidated Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of April 30, 2009, made by 9th & 10th Street L.L.C. to General Electric Capital Corporation, in the principal sum of \$1,174,424.42, and recorded in the Register's Office on May 11, 2009 as CRFN 2009000139050 (Mortgage Tax Paid: \$32,883.20);

Which Mortgages 1, 2, 3, 4, 5, 6, 7 and 8 were simultaneously consolidated into one joint lien in the principal sum of \$13,707,699.65, by the terms of Mortgage 8 above;

Which Mortgages 1, 2, 3, 4, 5, 6, 7 and 8, as consolidated, were thereafter assigned by an Assignment of Mortgage dated December 6, 2012, by General Electric Capital Corporation to DIV UHL, LLC, and recorded in the Register's Office on December 18, 2012 as CRFN 2012000494917;

Which Mortgages 1, 2, 3, 4, 5, 6, 7 and 8, as consolidated, were thereafter assigned by an Assignment of Mortgage dated as of February 28, 2013, by DIV UHL, LLC to KBS SOR Debt Holdings II, LLC, and recorded in the Register's Office on April 3, 2013 as CRFN 2013000134664;

9. Gap Mortgage dated as of March 20, 2013, made by 9th & 10th Street L.L.C. to KBS SOR Debt Holdings II LLC, in the principal sum of \$8,292,300.35, and recorded in the Register's Office on April 3, 2013 as CRFN 2013000134665 (Mortgage Tax Paid: \$232,184.41);

Which Mortgages 1, 2, 3, 4, 5, 6, 7, 8 and 9 were thereafter consolidated into one joint lien in the principal sum of \$22,000,000.00, by the terms of a Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement dated as of March 20, 2013, between 9th & 10th Street L.L.C. and KBS SOR Debt Holdings II LLC, and recorded in the Register's Office on April 3, 2013 as CRFN 2013000134666;

10. Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement dated as of July 1, 2014, made by 9th & 10th Street L.L.C. to KBS SOR Debt Holdings II LLC, in the principal sum of \$5,850,000.00, and recorded in the Register's Office on October 16, 2014 as CRFN 2014000343251 (Mortgage Tax Paid: \$163,800.00);

Which Mortgages 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 were thereafter consolidated into one joint lien in the principal sum of \$27,850,000.00, by the terms of a Second Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement dated as of July 1, 2014, between 9th & 10th Street L.L.C. and KBS SOR



Debt Holdings II LLC, and recorded in the Register's Office on October 16, 2014 as CRFN 2014000343252;

Which Mortgages 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, as consolidated, were thereafter assigned by an Assignment of Mortgage dated as of April 21, 2016, by KBS SOR Debt Holdings II LLC to 350 East 10th Street LLC, and recorded in the Register's Office on June 16, 2016, as CRFN 2016000203327;

11. Gap Mortgage dated as of April 21, 2016, made by 9th & 10th Street L.L.C. to 350 East 10th Street LLC, in the principal sum of \$16,150,000.00, and recorded in the Register's Office on June 16, 2016, as CRFN 2016000203328 (Mortgage Tax Paid: \$452,200.00);

Which Mortgages 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 were thereafter consolidated into one joint lien in the principal sum of up to \$44,000,000.00, by the terms of an Agreement of Spreader, Consolidation and Modification of Mortgage dated as of April 21, 2016 between 9th & 10th Street L.L.C. and 350 East 10th Street LLC, and recorded in the Register's Office on June 16, 2016, as CRFN 2016000203329.